

Terms and Conditions

1. These Conditions

These Conditions apply between any person to whom We provide any services (referred to in these conditions as the **Customer** or **You**) and SearchQuest Europe Ltd (company number 6898297 GB) (**Us**)

2. Data Protection

In regard to these Conditions the following definitions applies;

- i. **Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy;
- ii. **Data Controller:** is Customer (You);
- iii. **Data Processor:** is SearchQuest Europe Ltd (Us);
- iv. **Applicable Laws;** (for so long as and to the extent that they apply to Us) the law of the European Union and the law of any member state of the European Union and/or Domestic UK Law;
- v. **Domestic UK Law:** means the UK Data Protection Legislation and any other law that applies in the UK;
- vi. **Personal Data:** has the meaning as given to such term in the Data Protection Act 2018; and
- vii. **UK Data Protection Legislation:** any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

2.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 1 is in addition to, and does not relieve, remove or replace, either of ours obligations under the Data Protection Legislation.

2.2. Both parties acknowledge that for the purposes of the Data Protection Legislation that the Customer is the data controller and SearchQuest Europe Ltd is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

2.3. Without prejudice to the generality of Condition 2.1, the Customer will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to SearchQuest Europe Ltd for the duration and purposes of this agreement.

2.4. Without prejudice to the generality of Condition 2.1. SearchQuest Europe Ltd shall, in relation to any Personal Data processed in connection with the performance by SearchQuest Europe Ltd of their obligations to the Customer:

- a. process that Personal Data only on the written instructions by the Customer unless SearchQuest Europe Ltd are required by Applicable Laws to otherwise process that Personal Data. Where SearchQuest Europe Ltd are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, SearchQuest Europe Ltd shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit SearchQuest Europe Ltd from so notifying the Customer;
- b. ensure that SearchQuest Europe Ltd have in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by SearchQuest Europe Limited);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the European Economic Area unless the Customer's prior written consent has been obtained and the following conditions are fulfilled:
 - i. Both parties have provided appropriate safeguards in relation to the transfer;
 - ii. the data subject has enforceable rights and effective legal remedies;
 - iii. SearchQuest Europe Ltd comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. SearchQuest Europe Ltd comply with reasonable instructions notified to them in advance by the Customer with respect to the processing of the Personal Data;
- e. assist the Customer, at their cost, in responding to any request from a Data Subject and in ensuring compliance with the Customers obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f. notify the Customer without undue delay on becoming aware of a Personal Data breach;
- g. at the written direction by the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- h. maintain complete and accurate records and information to demonstrate SearchQuest Europe Ltd compliance with this Condition 2.4

2.5. The Customer consents to SearchQuest Europe Ltd appointing a third-party processor of Personal Data. SearchQuest Europe Ltd confirm that they have entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 2.5. As between the Customer and SearchQuest Europe Limited, SearchQuest Europe Ltd shall remain fully liable for all acts or omissions of any third-party processor appointed by SearchQuest Europe Ltd pursuant to this Condition 2.5.

2.6. Both parties, may, at any time on not less than 30 days' notice, revise these Conditions by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

